

GENERAL TERMS AND CONDITIONS

General Terms and Conditions
of the online store www.michaelastore.sk

I. Introductory provisions and definitions of basic terms

1.1. These General Terms and Conditions (hereinafter also referred to as the "GTC") govern the legal relations between MichaelaStore, s.r.o., with its registered office at Chotčanská 85/1, 091 01 Stropkov, Company ID No.: 54985811, Tax ID No.: 2121835837, VAT ID No.: SK2121835837, registered in the Commercial Register of the District Court Prešov, Section Sro, Insert No. 44857/P, represented by Oliver Špilár (managing director), contact email: michaelastore.sk@gmail.com, telephone contact: +421 915 123 611 (hereinafter referred to as the "Merchant" or the "Seller"), and the Buyer (defined in Clause 1.4 of these GTC), arising from a contractual relationship based on a concluded purchase agreement whose subject matter is the purchase and sale of goods offered by the Merchant on its website (hereinafter also referred to as the "Purchase Agreement") www.michaelastore.sk (hereinafter also referred to as the "online store").

1.2. In the event of any conflict between these General Terms and Conditions and the concluded Purchase Agreement or any special terms agreed in an order placed through the online store, the wording of the Purchase Agreement shall prevail.

1.3. The General Terms and Conditions, including the terms governing liability for defects, shall apply to the Purchase Agreement from the moment it is concluded and shall form an integral part of the Purchase Agreement concluded between the Merchant and the Buyer through the online store.

1.4. The Buyer is a natural person (consumer), a natural person (entrepreneur), or a legal entity purchasing goods from the Merchant's online store (hereinafter referred to as the "Buyer").

1.5. The definition of a Consumer corresponds to the definition arising from applicable law. Legal relations between the Merchant and the Consumer that are not expressly regulated by these General Terms and Conditions shall be governed by the relevant provisions of the laws valid and effective in the territory of the Slovak Republic.

1.6. The definition of an Entrepreneur corresponds to the definition arising from applicable law. If the Buyer states a company identification number in the order, the Buyer acknowledges that the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, shall also apply to the Buyer's legal relations with the Seller.

1.7. Goods means fashion clothing and accessories, or other products that the Buyer may order from the Merchant's online store (hereinafter referred to as the "Goods").

1.8. A Supplier is a natural person - entrepreneur or a legal entity that supplies certain Goods to the Merchant for consideration and within an agreed time or period (hereinafter referred to as the "Supplier").

1.9. An Order means a binding proposal to conclude a Purchase Agreement submitted through an electronic form containing information about the Buyer, a list of the Goods ordered from the Merchant's online store, the price of the Goods, the method of payment, and information about delivery of the ordered Goods, which is processed by the Merchant's commercial system (hereinafter referred to as the "Order").

1.10. The Merchant informs the Buyer that there are no specific applicable codes of conduct by which the Merchant has undertaken to be bound. A code of conduct means an agreement or a set of rules defining the conduct of a Merchant who has undertaken to comply with that code in relation to one or more specific commercial practices or commercial sectors, unless such rules are laid down by law, another legal regulation, or a measure of a public authority, and also defining the manner in which the Buyer may become acquainted with or obtain the wording of such a code.

1.11. The Merchant is also the operator of the electronic system through which it operates the website on the domain www.michaelastore.sk.

1.12. By submitting an Order on the Merchant's website, the Buyer confirms that the Buyer has read these General Terms and Conditions and the Privacy Policy.

1.13. The Merchant's business premises are located at MichaelaStore, Hrnčiarska 34B, 091 01 Stropkov.

1.14. The competent authority supervising compliance with consumer protection law is:

Inspectorate of the Slovak Trade Inspection for the Prešov Region
Obrancov mieru 6, 080 01 Prešov 1
Enforcement Department
Tel.: 051/772 15 97, fax: 051/772 15 96
Email: pr@soi.sk
Website for submitting complaints:
<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

II. User account

- 2.1. The Buyer may create a user account for making purchases on the Merchant's website, enabling the Buyer to place Orders more easily (hereinafter referred to as the "User Account"). Creating a User Account is not required in order to place an Order.
- 2.2. After creating a User Account, the Buyer may make future purchases without repeatedly entering contact and billing information when placing an Order.
- 2.3. The user logs in to the User Account using an email address and password. The Buyer is responsible for protecting the login email address and password against loss and misuse. The password should comply with security standards, for example by being at least eight characters long and containing a combination of numbers, letters, and special characters.
- 2.4. The Merchant may cancel a customer's account, particularly if it has not been used for more than two years since the last login. The Merchant may also cancel the account where the Buyer repeatedly or materially breaches obligations arising from an Order. The customer shall be informed of such cancellation in advance.
- 2.5. The customer's User Account may not be available continuously, particularly due to necessary maintenance of the hardware and software required for the proper operation of the online store. The Seller shall appropriately inform customers of planned maintenance on the online store's website.

III. Order and conclusion of the Purchase Agreement

- 3.1. Goods may be purchased only through the online store.
- 3.2. In order for the Buyer and the Merchant to conclude a Purchase Agreement, the Buyer must create an Order proposal in the online store by means of the Order form available on the Merchant's website.
- 3.3. The Buyer creates an Order proposal in the online store on the basis of the Merchant's offer of Goods as follows.
 - 3.3.1. The Buyer selects the Goods that the Buyer wishes to purchase from the Seller's offer.
 - 3.3.2. The Buyer then uses the "Detail" function to select the size and quantity of the selected product and subsequently uses the "Add to cart" function displayed next to the selected Goods.
 - 3.3.3. In the next step, the Buyer moves to the list of selected Goods by clicking the shopping cart icon in the upper right-hand corner of the screen. In this part of the Order, the Buyer may adjust the quantity of the Goods to be ordered and enter a discount voucher.
 - 3.3.4. The Buyer may then use the "Continue" function to select the delivery method for the ordered Goods, choose the payment method, select the country of delivery, and select the currency.
 - 3.3.5. By clicking the "Continue" button, the Buyer proceeds to enter contact and billing information. The Buyer then reviews the Order and may correct any deficiencies. The Order is confirmed by clicking the "Order with obligation to pay" function.
- 3.4. If the Buyer has special requirements, these must be entered in the designated field entitled "Enter a note for the Seller" before the Order is submitted. If the Buyer wishes to verify that the Merchant has correctly assessed and incorporated the Buyer's requirements, the Buyer may contact the Merchant at michaelastore.sk@gmail.com or by telephone at +421 915 123 611.
- 3.5. Goods marked as "Sold out" cannot be ordered. The Buyer may, however, ask the Merchant when such Goods are expected to become available.
- 3.6. After the Order has been processed, the Buyer shall immediately receive an "Acknowledgement of receipt" at the email address stated in the Order. It shall contain the following information: Order number, date of issue, name and specification of the Goods or service, price of the Goods or service, delivery costs, payment method, Merchant details, Buyer details, and any other information necessary for successful processing of the Order. Such acknowledgement is for information purposes only.

3.7. The Order becomes bindingly accepted only after valid prices and the availability of the Goods have been verified. If the Merchant identifies any changes in these circumstances before accepting the Order, the Merchant shall request the Buyer's consent to those changes. The Purchase Agreement is therefore concluded when the Merchant sends an "Order acceptance" by email.

3.8. If an Order appears unusual (for example because of the quantity stated or a duplicate Order), the Merchant may contact the Buyer to request additional confirmation. In such a case, the Purchase Agreement shall be deemed concluded at the moment of mutual confirmation.

3.9. The Purchase Agreement is concluded for a definite period and terminates once all obligations of the contracting parties have been fulfilled.

3.10. The Purchase Agreement may also terminate in other cases provided for by the legal order of the Slovak Republic, particularly by agreement of the contracting parties, withdrawal by the Consumer, and in similar cases.

3.11. The Merchant informs the Buyer that ordering products gives rise to an obligation for the Buyer to make payment using the payment method selected by the Buyer.

3.12. The Buyer may conclude an ancillary agreement with the Merchant where the subject of the Purchase Agreement is a specific type of Goods forming the subject of the principal agreement. An ancillary agreement depends on the existence of the principal agreement and cannot be concluded independently. This does not apply to the principal agreement, which may be concluded without an ancillary agreement.

IV. Purchase price and payment terms

4.1. The price of the Goods ordered through the Merchant's website (hereinafter referred to as the "Purchase Price") is stated separately for each product and is valid at the time the Buyer creates the Order. The final price is always shown in the Order form immediately before the Order is submitted. The price includes value added tax and delivery charges in accordance with the current price list displayed in the online store, which the Buyer must pay. Prices are stated in euros or, if the second option is selected, in Czech koruna (CZK). The price is binding and may not be changed unilaterally.

4.2. The Buyer is obliged to pay the Merchant the full agreed Purchase Price from the moment the agreement is concluded in accordance with these General Terms and Conditions.

4.3. The Purchase Price of the Goods does not include transport costs or other costs associated with delivery of the products.

4.4. Payment for the purchase of Goods may be made by:

- a) online card payment;
- b) online bank transfer to bank account SK43 8330 0000 0026 0236 9445;
- c) cash upon collection of the Goods at the collection point at the company's business premises or upon receipt from a courier company;
- d) cash on delivery when the Goods are delivered, either by paying cash to the carrier or by paying the carrier by card upon delivery;
- e) Apple Pay;
- f) Google Pay;
- g) GoPay Wallet.

4.5. The Merchant is entitled to refuse to hand over the subject of the purchase if the Buyer fails to pay the Purchase Price. If the Buyer fails to pay the full Purchase Price, the concluded Purchase Agreement shall be cancelled without further action.

4.6. If an Order reaches the required value, the shipment shall be delivered free of charge.

4.7. The Goods shall remain the property of the Merchant until the Purchase Price has been paid in full and the Goods have been received by the Buyer. Ownership of the Goods passes to the Buyer only upon payment of the Purchase Price and receipt of the Goods.

4.8. An invoice serving as a tax document and a payment receipt shall be issued electronically to the Buyer after the Purchase Price has been paid and shall be sent to the email address stated by the Buyer in the Order.

4.9. The Merchant is registered for VAT.

4.10. If a confirmed Order is to be paid in advance by bank transfer and payment is not made within seven days of confirmation by the Merchant, the Order may be cancelled without notice and the Goods shall become available to other customers.

V. Delivery terms

5.1. The Goods are delivered to the Buyer within the countries of the European Union.

5.2. The Merchant is obliged to deliver the Goods to the Buyer in the required quality and quantity, free from defects, and within the agreed time.

5.3. The Buyer is obliged to receive the Goods properly and on time, either personally or through another person arranged by the Buyer. If the Buyer or a person authorised by the Buyer fails to receive the Goods in accordance with the Order and does not agree an alternative date with the carrier, the Buyer shall be obliged to pay all related costs and compensate for any damage caused.

5.4. The Goods are delivered to the Buyer together with an invoice, which the Buyer is obliged to pay by its due date.

5.5. The place of delivery of the ordered Goods is the address stated by the Buyer in the Order. The place of delivery may also be a collection point at the address of the Merchant's business premises specified in Clause 1.13 of these GTC. The place of delivery may be changed by mutual agreement between the Merchant and the Buyer.

5.6. The Merchant shall deliver the Goods through third parties, namely transport and delivery companies delivering to the Buyer's address or depositing the Goods in a parcel locker, or by personal collection by the Buyer at the Merchant's business premises or by a person authorised in writing by the Buyer to receive the Goods.

5.7. Delivery is completed when the Goods are received by the Buyer or by a person authorised in writing by the Buyer to receive them.

5.8. The carrier shall inform the Buyer by email or SMS about acceptance and delivery of the Goods. The Merchant shall inform the Buyer by telephone, SMS, or email about the options for receipt in the case of personal collection.

5.9. The storage period for Goods held by the Merchant is five working days. The carrier's storage period is determined individually and is specified in the carrier's terms and conditions.

5.10. The Merchant undertakes to deliver Goods marked as "In stock" on michaelastore.sk to the Buyer as soon as possible after conclusion of the Purchase Agreement, but no later than 30 days from the date on which the Purchase Agreement is concluded.

5.11. If the Merchant is unable to deliver the Goods within the specified period, it shall set a reasonable delivery period. The Merchant shall inform the Buyer immediately of the extension and state the expected delivery date. The Buyer shall also be asked to confirm whether the Buyer still requires delivery of the Goods on the new date. This shall be without prejudice to the Buyer's right to withdraw from the agreement.

5.12. Immediately after receiving the Goods, the Buyer is obliged to check the contents of the shipment and verify that the Goods ordered comply with the Order and the agreed requirements under these General Terms and Conditions. If damaged Goods have inadvertently been sent to the Buyer or if the Goods have been damaged in transit by the carrier, the Buyer is entitled to refuse the Goods or to accept them; in either case, the Buyer must notify the Merchant immediately at michaelastore.sk@gmail.com, and no later than 48 hours after refusal or receipt of the shipment.

5.13. The carrier is liable for damage to the shipment arising between the time it receives the shipment and the time it hands the shipment over to the Buyer, in accordance with Section 622 of Act No. 513/1991 Coll., the Commercial Code, as amended.

5.14. The risk of damage to the Goods passes to the Buyer when the Buyer receives the Goods from the Merchant or, if the Merchant enables the Buyer to dispose of the Goods and the Buyer fails to receive them, at that time.

5.15. The Merchant shall not be liable for a delayed Order where the late delivery was caused by the Buyer entering incorrect information when creating the Order, the Buyer's failure to comply with obligations arising from the Order or these GTC, late delivery by the carrier, or damage to the Goods caused by the carrier.

5.16. If the Buyer fails to receive the Goods from the carrier without having first withdrawn from the Purchase Agreement in writing or without notifying the Merchant of damage to the Goods within 48 hours in accordance with Section VI of these General Terms and Conditions, the Merchant may claim compensation for the damage incurred in the amount of the actual costs arising from the unsuccessful delivery of the Order and reasonable storage costs for the Goods.

5.17. If the Goods are delivered to the Buyer repeatedly or by a method other than that agreed by the contracting parties for reasons attributable to the Buyer, the Buyer is obliged to reimburse the Seller for the related costs. The Seller shall send

payment details for these costs to the email address stated in the Purchase Agreement. These costs shall be payable within 14 days after delivery of the email containing the payment details.

5.18. The transport methods used by the Merchant for delivery of Goods within the Slovak Republic, together with their prices, are specified in the Order form in the Merchant's online store.

5.19. The delivery price for other countries to which Goods are delivered shall be determined by agreement between the Merchant and the Buyer.

VI. Withdrawal from the agreement

6.1. Withdrawal from a Purchase Agreement concluded between the Merchant and the Buyer as a Consumer is possible in accordance with Section 19 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts. Without stating a reason, the Consumer has the right to withdraw from a Purchase Agreement concluded through the website of the online store www.michaelastore.sk within 14 days from the date on which the Consumer receives the Goods, in accordance with Section 20(1) of the aforementioned Act.

6.2. The Consumer shall send the completed withdrawal form to the Merchant at michaelastore.sk@gmail.com or in paper form to the Merchant's business premises specified in Clause 1.13 of these GTC, no later than on the final day of the applicable period. The Consumer bears the burden of proving that the right of withdrawal was exercised. Use of the form is not a condition for withdrawing from the agreement. When withdrawing, the Consumer must state the Order number, Order date, and method of refund.

6.3. The Buyer may withdraw from an agreement for the delivery of Goods even before the withdrawal period begins to run.

6.4. The Buyer is also entitled to withdraw from the agreement in part if the subject of the agreement consists of more than one item of Goods and the Buyer decides to withdraw only in relation to certain Goods. Such partial withdrawal must not conflict with the nature or purpose of the agreement. In a notice of partial withdrawal, the Buyer must specifically identify the Goods to which the partial withdrawal relates, for example by stating the size, type of Goods, and similar details. If the Goods were delivered in parts, the period begins to run upon delivery of the final part.

6.5. Immediately after receiving a notice of withdrawal, the Merchant is obliged to provide the Consumer with confirmation of receipt by email to the Consumer's email address or by post to the Consumer's address stated in the Order.

6.6. No later than 14 days from the date of withdrawal, the Buyer is obliged to send the Goods back or hand them over to the Merchant or to a person authorised by the Merchant to receive them. This does not apply if the Merchant offers to collect the Goods personally or through a person authorised by the Merchant. The period under the first sentence is deemed to have been observed if the Goods are handed over for transport no later than on the final day of the period.

6.7. The Buyer is obliged to ensure that the Goods are returned to the Merchant undamaged. Returned Goods must not be modified, worn, impaired, or damaged. If the Buyer fails to comply with this obligation and the Merchant suffers damage, the Merchant is entitled to claim compensation from the Buyer. If the amount of the claim exceeds the value of the Goods, the Buyer shall be asked to pay the difference.

6.8. Without undue delay and no later than 14 days from the date on which the Merchant receives the notice of withdrawal, the Merchant is obliged to refund all payments received from the Buyer on the basis of or in connection with the Order. The Merchant is not obliged to reimburse the Buyer for additional costs resulting from the Buyer's choice of a delivery method other than the least expensive standard delivery method offered by the Merchant. The Merchant is not obliged to make the refund before the Goods have been returned to the Merchant or before the Consumer proves that the Goods have been sent back.

6.9. If the Buyer withdraws from the agreement, every ancillary agreement related to the agreement from which the Buyer has withdrawn shall also be cancelled from the outset.

6.10. If the Buyer fails to observe the withdrawal period, the Seller is not obliged to accept the returned Goods. Unless the parties agree otherwise, such Goods shall be sent back to the Buyer's address stated in the original Order. The Merchant is entitled to claim compensation from the Buyer for any damage caused by such conduct.

6.11. The Merchant may withdraw from the agreement in the event of a material breach by the Buyer, namely where:

- the Merchant is unable to deliver the Goods or provide the service to the Buyer within the period specified in these GTC despite making every effort that may reasonably be required of it;
- the Buyer fails to provide cooperation to the Merchant under the conditions set out in the Purchase Agreement or the GTC and, as a result, the Merchant is unable to deliver the Goods or provide the service in accordance with the agreement;

- bankruptcy has been declared or liquidation ordered in respect of the Buyer's assets by a final decision, unless this occurs for the purpose of reorganisation or restructuring;
- the Buyer informs the Merchant that, for unforeseen economic reasons, it will not be possible for the Buyer to continue performing its contractual obligations.

6.12. Withdrawal by either contracting party shall be without prejudice to any claim for damages.

6.13. Unless the Merchant and the Buyer agree otherwise, the Buyer may not withdraw from an agreement concerning Goods manufactured according to specific requirements or Goods that cannot be returned due to their characteristics, provided that such Goods have already been manufactured or delivered.

6.14. Failure to collect paid Goods does not constitute withdrawal from the agreement, because withdrawal requires active conduct by the Buyer directed towards the Merchant. If the Buyer fails to collect the Goods, the Buyer breaches contractual obligations and the Merchant becomes entitled to financial compensation for storing the Order.

6.14.1. Only Orders for which the Purchase Price has been paid shall be stored, including Orders returned to the Merchant by the carrier after unsuccessful delivery attempts.

6.14.2. To collect or arrange repeat shipment, the Buyer need only contact the Merchant. After payment of storage and postage costs, the Merchant shall send the Order to the Buyer again.

6.14.3. The storage fee shall be an amount reasonably determined for this activity in the relevant area.

6.15. The Seller reserves the right to withdraw from the agreement if the Buyer fails to respond to the Seller's attempts to make contact within ten days following unsuccessful delivery of the Goods. The Seller shall then refund the total value of the Order to the Buyer. This shall be without prejudice to the Seller's right to compensation for damage.

6.16. The withdrawal form constitutes Annex No. 1 to these General Terms and Conditions.

VII. Notification of a defect

7.1. The Merchant is liable for any defect that the sold Goods have at the time of delivery and that becomes apparent within two years after delivery if the Buyer is a natural person, or within one year after delivery if the Buyer is a legal entity.

7.2. For a defect to be assessed properly, the Buyer must return the Goods complete and in compliance with hygiene regulations and general hygiene principles.

7.3. The Seller shall not take into account a notification of a defect based on apparent defects in the Goods, including incompleteness, unless the defect is reported immediately and no later than 48 hours after the Goods are received.

7.4. Normal wear and tear, mechanical damage, and similar circumstances do not constitute a defect. The Buyer acknowledges that the Goods must be used in accordance with generally known rules and the conditions laid down for their use, and that the Goods must be used and cared for in accordance with their natural service life.

7.5. The Buyer acknowledges the obligation to inspect the Goods immediately after delivery. If, upon receipt, the Goods do not comply with the Purchase Agreement, are delivered in damaged packaging, or the shipment is clearly too light, the Buyer must inform the Merchant immediately. When notifying a defect, the Buyer must send or present the defective Goods together with all documents issued in connection with processing the Order. The notification must also include a description of the fault constituting the reason for the notification. If the Buyer returns damaged Goods, they must be returned complete and in the same condition in which they were received.

7.6. The Buyer as a Consumer has the right to assert rights arising from the Merchant's liability for defects in the Goods only if the Consumer reports the defect within two months after discovering it and no later than two years after delivery of the Goods.

7.7. The Buyer as an Entrepreneur has the right to assert rights arising from the Seller's liability for defects in the Goods no later than 12 months after delivery of the Goods.

7.8. A defect may be reported in person at the Merchant's business premises specified in Clause 1.13 of these GTC, by email, by post using the completed defect notification form (which constitutes Annex No. 2 to these GTC), or through the Retino application used for claims concerning Goods. The relevant Goods must be sent to the Merchant for assessment of the defect; subject to agreement with the Merchant, a photograph of the defect alone may be sent. The defect notification procedure shall then commence.

7.9. Returning Goods through the Retino application is subject to a fee, the amount of which is stated in that company's terms and conditions.

7.10. When assessing a notified defect, the Merchant is entitled to examine how the Buyer used the Goods and whether the Buyer complied with the generally recommended conditions for their use and maintenance stated in the product specification in the Merchant's online store and in these GTC.

7.11. The Buyer may assert a warranty claim against the Merchant only in respect of Goods that have defects caused by the Merchant or manufacturer, are covered by warranty, and were purchased from the Merchant.

7.12. The Seller is liable for the Goods having the quality and utility characteristics generally required, described and expected by the Seller or manufacturer, complying with legal requirements, being supplied in the specified quantity, and being fit for the purpose stated by the Seller or for which Goods of that kind are ordinarily used.

7.13. The Merchant is not liable for defects where:

7.13.1. the Buyer caused the defect;

7.13.2. the Buyer knew about the defect before receiving the Goods and was granted a discount for that reason;

7.13.3. the defects were apparent and the Buyer failed to notify them upon receiving the Goods;

7.13.4. notification of the defect is contrary to the nature of the Goods;

7.13.5. the defects arose during the warranty period as a result of wear and tear, incorrect or excessive use of the Goods, or after the end of their service life;

7.13.6. the defects were caused by unauthorised interference with the Goods or a component of the Goods by the Buyer or another person;

7.13.7. the defects concern Goods received by the Buyer free of charge as a gift.

7.14. Immediately after a defect has been reported by the Buyer, the Merchant shall provide the Buyer with written confirmation of the notification. In that confirmation, the Merchant shall state the period within which the defect will be remedied. The Merchant is obliged to remedy the defect within 30 days from the date of notification, unless a longer period is justified by an objective reason beyond the Merchant's control.

7.15. If the defect can be remedied, the Buyer is entitled to have it remedied free of charge, properly, and within an appropriate period. The Merchant is obliged to remedy the defect without undue delay. Instead of having the defect remedied, the Buyer may request replacement of the item or, if the defect concerns a component of the item, replacement of that component, provided that this does not impose disproportionate costs on the Merchant in relation to the price of the Goods and the seriousness of the defect. The Merchant may always replace a defective item with a defect-free item instead of remedying the defect, provided this does not cause the Buyer serious inconvenience.

7.16. If the defect cannot be remedied and prevents proper use of the item, the Buyer is entitled to replacement of the item or to withdraw from the agreement. These rights also apply where defects can be remedied but the Buyer cannot properly use the item because the defects recur after repair or because there are multiple defects. In the case of other irremediable defects, the Buyer is entitled to a reasonable reduction of the price of the Goods.

7.17. If the Buyer reports a defect by post and the Merchant refuses to accept the postal item, it shall be deemed delivered on the date of refusal.

7.18. If the Merchant denies liability for defects, the Merchant shall inform the Buyer in writing of the reasons. If the Buyer proves the Merchant's liability for the defect by an expert report or professional opinion issued by an accredited, authorised, or notified person, the Buyer may report the defect again and the Merchant may not refuse it. The Buyer must claim reimbursement of the costs associated with the expert report or professional opinion from the Merchant no later than two months after delivery of the repaired or replacement Goods, payment of a price reduction, or refund of the price following withdrawal from the agreement; otherwise, that right shall lapse.

VIII. Submissions, complaints, and alternative dispute resolution

8.1. If the Buyer is dissatisfied with the Merchant's handling of the Order, the Buyer is entitled to submit suggestions and complaints in person at the business premises specified in Clause 1.13 of these GTC, by email at michaelastore.sk@gmail.com, or by telephone at +421 915 123 611.

8.2. The Merchant shall inform the Buyer by email or telephone about the handling of the submission or complaint.

8.3. The customer may also use the European Commission's European Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

8.4. A Buyer who is a natural person and Consumer and who, when concluding and performing a consumer agreement, is not acting within the scope of the Buyer's business activity, employment, or profession has the right to contact an alternative dispute resolution entity in order to protect consumer rights.

8.5. Alternative dispute resolution applies only to a dispute between the Buyer and the Merchant whose value exceeds EUR 20 and which arises from a distance consumer agreement. Before submitting a proposal, the Consumer is obliged to make a demonstrable attempt to resolve the dispute with the Merchant. Submitting a proposal for alternative dispute resolution to the locally and substantively competent entity does not prevent either party from asserting its rights before a court. Each party bears its own costs associated with asserting rights through alternative dispute resolution. A Consumer may submit a proposal to initiate alternative dispute resolution through the platform at <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

8.6. The supervisory authority and the entity with substantive competence for alternative resolution of consumer disputes involving MichaelaStore, s.r.o., with its registered office at Chotčanská 85/1, 091 01 Stropkov, Company ID No.: 54985811, Tax ID No.: 2121835837, VAT ID No.: SK2121835837, is the Inspectorate of the Slovak Trade Inspection for the Prešov Region, Obrancov mieru 6, 080 01 Prešov 1, email: pr@soi.sk, tel. 051/772 15 97, or another competent authorised legal entity entered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic. The list is available at www.mhsr.sk. The customer has the right to choose which of these alternative dispute resolution entities to contact.

IX. Personal data protection

9.1. Further information concerning Personal Data Protection is available on the Merchant's website in the "Personal Data Protection" section.

X. Final provisions

10.1. These GTC shall be governed by the legal order of the Slovak Republic.

10.2. If any provision of the Purchase Agreement or these GTC is invalid, ineffective, or unenforceable, or becomes so after conclusion, this shall not affect the validity, effectiveness, or enforceability of the remaining provisions of the Purchase Agreement or these GTC. The contracting parties undertake to replace the invalid, ineffective, or unenforceable provision of the Purchase Agreement or these GTC without delay with a valid, effective, and enforceable provision whose content corresponds as closely as possible to the economic purpose pursued by the invalid, ineffective, or unenforceable provision.

10.3. These GTC form part of the Order concluded between the Merchant and the Buyer and are binding on both parties.

10.4. The Merchant and the Buyer agree that, for the purpose of mutual communication, they shall primarily use email communication, telephone contact, and personal contact with the Merchant.

10.5. The Merchant reserves the right to amend and supplement these GTC. Any amendment to the GTC shall not affect Orders already concluded or sales already completed.

10.6. Rights and obligations established by the Purchase Agreement between the Merchant and the Buyer that are not governed by the provisions of the GTC valid at the time of the binding Order shall be governed by the relevant legal regulations of the Slovak Republic, in particular Act No. 40/1964 Coll., the Civil Code; Act No. 513/1991 Coll., the Commercial Code; Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts; Act No. 372/1990 Coll. on Offences; Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts; Act No. 22/2004 Coll. on Electronic Commerce and on Amendments to Act No. 128/2002 Coll. on State Control of the Internal Market in Consumer Protection Matters and on Amendments to Certain Acts, as amended by Act No. 284/2002 Coll.; and Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts.

10.7. All rights to the Merchant's website, in particular copyright in its content, including the layout of the website, photographs, films, graphics, trademarks, logos, products, and other content and elements, belong to the Merchant. Copying, modifying, or otherwise using them beyond the scope of the Purchase Agreement or without the Merchant's consent is prohibited.

These GTC shall become valid and effective upon publication.

Annex No. 1 - Withdrawal form

Annex No. 2 - Form for notification of a defect in Goods (complaint)

Stropkov, 22 October 2025